

KIAWAH RIVER UTILITY COMPANY

SCHEDULE

FOR

SEWER SERVICE

APPLICABLE

IN

“KIAWAH RIVER”

CHARLESTON COUNTY, SOUTH CAROLINA

Date of Issue: June 1, 2019

Effective Date: July 1, 2019

Issued By: John Darby, President

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GENERAL INFORMATION

1. Territory

“Kiawah River” Development – Mixed Use Residential/Resort Community

CHARLESTON COUNTY, SOUTH CAROLINA

2. Application for Sewer Service

Application for service will be required in accordance to South Carolina Code of Regulations 103-534.

3. Deposits

Deposits will be required in accordance to South Carolina Code of Regulations 103-531, 103-531.1, 103-531.2, 103-531.3, 103-531.4, 103-531.5, 103-531.6, 103-531.7.

4. General Rules

- A. Customers must provide 10 days' written notice prior to the date on which termination of service is requested or prior to a change of occupancy, until which date the customer will be responsible for payment of service.
- B. The Company shall not be liable for any damage or expense resulting from leaks, stoppages or defective plumbing or from any other cause occurring to any premises, or within any house or buildings; and it is expressly stipulated by and between the Company and the Customer that no claims shall be made against the said Company on account of the breaking, stoppage or any damage or expense to any service lines on said property, when the cause thereof is found to be in that part of the service line lying on said property.
- C. The Company will not be liable for any claim or damage arising from a deficiency of service or discontinuance of service, the breaking of machinery or other facilities, or for any other cause. The Company reserves the right to rescind service whenever the public welfare may require it.
- D. The company may shut off sewer in its mains to make repairs and extensions. Where possible, proper advance notice will be made to customers affected.
- E. All leaks in consumer's service line and fixtures must be repaired promptly and by and at the expense of the consumer. After failure to repair leaks within five (5) days after notice to do so, the Company reserves the right to shut off consumer's service. The Company will not restore the service until all needed repairs have been made and until all charges incurred by the Company in shutting off and restoring the service have been paid.
- F. There must be a separate service for each premises or unit.
- G. Installation of service pipes and mains will not normally be made during prohibitive weather conditions.

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- H. The customer is responsible for service pipes and plumbing within the property line. Any plumbing work done on the customer's service pipe is subject to approval by the company. No underground work shall be covered up until it has been inspected and approved by the company.
- I. All mains, services (up to the property line) and other sewer system facilities will be maintained and replaced by the company.
- J. The Company Sewerage System is meant to provide sanitary collection and final disposal of domestic sewage and certain types wastes amenable to disposal in the Company's facilities. The Company reserves the right of approval of all wastes to be discharged to its system in specific conditions contained in Permits issued to the Company by environmental regulatory authorities.
- K. Where an applicant is seeking service at an elevation or gradient which could not otherwise be adequately serviced by existing plant, the company will require that the applicant bear the additional cost of providing such extraordinary service, or in the alternative, require the applicant to purchase, install and maintain the necessary special equipment, such as a lift pumping system, needed to serve the premises.
- L. Customers must permit company representatives to enter their premises on reasonable request for purposes relating to the operation and maintenance of the company's system, including inspection of the customer's and the company's facilities, and terminating and restoring service.
- M. No person shall maliciously, willfully or negligently damage, destroy, uncover, deface, block access to or tamper with any pipe, valve, structure, appurtenance or equipment which is a part of the sewer works system.
- N. The Company reserves the right to change or amend, from time to time, these Rules, Regulations and Rates, in accordance with law.
- O. No officer or employee of the Company can vary these Rules without action of the Board of Directors, and no agent or employee of the Company can bind it by any agreement or representation except when authorized in writing by an executive officer of the Company to do so.

5. Extension of Mains

Mains will be extended at the discretion of the Company.

6. Discontinuance of Service - Non-Payment

Service may be discontinued in accordance with South Carolina Code of Regulations 103-535, 103-535.1, 103-536.

GENERAL INFORMATION

7. Discontinuance of Service - Other

- A. Service rendered under any application, contract or agreement may be discontinued by the company after reasonable notice for any of the following reasons:
- (1) For non-authorized use of the sewer system.
 - (2) For failure to protect and maintain the service pipe or fixtures on the property of the customer in a condition satisfactory to the company.
 - (3) For tampering with any connections, service pipe, curb cock, seal or any other appliance of the company controlling or regulating the customer's sewer service facilities.
 - (4) For failure to provide the company's employees reasonable access to the premises supplied, or for obstructing the way of ingress to any appliances controlling or regulating the customer's sewer service.
 - (5) In case of vacancy of the premises.
 - (6) For violation of any rule or regulation of the company, provided such violation affects the reliability or integrity of the sewer system.
- B. Written notice of discontinuance of service shall contain the information as to the reason for discontinuance and will be given except in those instances where a public health hazard exists.
- C. The company may, at any time, temporarily discontinue sewer service in case of accident, or for the purpose of making connections, alterations, repairs, changes, etc.
- D. Except as stated in the preceding paragraph, or in the case of a violation that threatens the integrity of the sewer system, the company shall not discontinue service to any customer on a Friday, Saturday, Sunday, Public Holiday or on a day when the company is not open for business. Public Holiday shall refer to those holidays defined in the General Construction Law.

8. Restoration of Service

Restoration of service will be provided in accordance to South Carolina Code of Regulations 103-532.4.

SERVICE CLASSIFICATION NO. 1Applicable to use of Service for:

Residential and General Service use.

Character of Service:

Continuous.

Monthly Flat Rates and Connection Fees:

<u>General Service Customer Group</u>	<u>Monthly Rate per Unit</u>	<u>Monthly Rate per Sq. Ftg.</u>	<u>Connection Fee per Unit</u>	<u>Connection Fee per Sq. Ftg.</u>
Residential	\$ 85.00		\$4,500.00	
Workforce Housing	\$ 85.00		\$4,500.00	
Lodge Units	\$ 56.70		\$3,000.00	
Hotel Units	\$ 56.70		\$3,000.00	
Commercial		\$0.0567		\$3.00
Recreation Facilities		\$0.0567		\$3.00

Terms of Payment:

The above rate flat charges shall be rendered monthly in advance and are due and payable upon receipt. Bills not paid within 30 days of mailing are delinquent and the late payment charge becomes applicable. Service may be discontinued after proper notice, as identified herein.

The above connection fee is a one-time charge payable upon the initial connection to the Utility system.

Late Payment Charge:

A late payment charge to be computed at the rate of 1 1/2 percent per month, compounded monthly, may be applied to all balances left unpaid 30 days following mailing of the bill.

Term:

Service is terminable at the customer's request by written or oral notice to the company. The Utility shall have a reasonable period of time after the receipt of notice to terminate service.

Service may be discontinued by the Utility for non-payment. The Utility must give 30 days' notice by certified mail and at the expiration of the 30 days will provide a second notice advising the customer that service will be terminated after 10 days.

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Kiawah River Utility Company.

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